UNITED STATES BANKRUPCTY COURT
DISTRICT OF NEW JERSEY

RAJINDERPAL SINGH SANDHER, ESQ.
7621 Woodlawn Ave.
Elkins Park, PA 19027
ID# 064342013
215-300-9883
Attorney for debtor: Gurdip Singh

U.S. BANKRUPTCY COURT
FILED
TRENTON, NJ
14 OCT 22 AM 11:00
JAMES J. WALDRON
BY: DEPUTY CLERK

RE: Answer regarding Mr. Karanjit Singh's request to reopen Case.

Case No: 14-19878-CMG
Hearing date: October 28th 2014
Judge: GRAVELLE
Chapter 7

Your Honor I am the attorney for Mr. Gurdip Singh. We are asking the Court to deny Mr. Karanjit Singh's request to reopen the case. The court entered a discharge for Mr. Gurdip Singh on August 22nd 2014 and the cutoff time for any potential creditors was August 18th to make any objections or challenge the discharge.

1.) Attorney for Mr. Karanjit Singh was negligent in not filing an objection with the court by the August 18th cutoff date. The opposing counsel clearly admits that he did not check PACER, which would have shown he needed to file an objection within the time frame. Though counsel refers to rule 9024 that this was a mistake or a surprise this clearly shows negligence on counsel where he should have consulted with PACER. Your Honor clearly this was not an "inadvertent mistake", since all potential creditors were put on notice when Mr. Gurdip was going through his bankruptcy proceeding with his previous attorney. Opposing counsel admits in his motion that he did have notice of Mr. Gurdip's filing of bankruptcy and it was counsel's failure to NOT check PACER to insure that an adversary proceeding would be granted. This negligence should not punish my client, Mr. Gurdip Singh, since he went through the process of bankruptcy and was forthright in providing the court with his poor financial status and all paperwork, more importantly providing notice to all his creditors at the time.

2.) Your Honor, an objection based on an intentional tort cannot be granted. Opposing counsel has provided a guilty plea from Mr. Gurdip Singh, but such evidence does not show he intentionally harmed Mr. Karanjit Singh (KS). My client entered a guilty plea in 2009 in favor of not going through trial because of his poor financial status and because he feared going to jail. Also because my client had a wife and child to take care of that he is the sole provider for them. As stated in the transcript from 2009, this was a soccer game that went wrong. Both Karanjit Singh and Gurdip Singh are at fault for a fight that ensued where Karanjit Singh threw a punch at Gurdip Singh whereas Gurdip retaliated, which he should not have done so. My client is only at fault for injuring Mr. Karanjit Singh more severely than he was injured in a soccer fight that got out of control. Pursuant to *Kawaauhau v. Geiger*, For a debt to be nondischargeable under this provision, a deliberate or intentional injury is required, not merely a deliberate or intentional act that leads to injury. Kawaauhau v. Geiger, 523 U.S. 57, 61-62 (1998).

In this case my client did not intend for Mr. Karanjit's jaw to be severely injured and him consequently receiving medical attention for his jaw. His intent was not to deliberately put severe damage to Mr. Karanjit Singh's jaw, but rather defend himself from a scuffle in a sports game that escalated to a fight.

3.) Furthermore a civil suit was dismissed in favor of Mr. Gurdip Singh on October 4, 2012. I have attached a copy of his dismissal. Mr. Singh does not speak any English nor at this time trusted his attorney at the time because his attorney never told him of the dismissal rather he had a friend call the court. As an attorney you have a duty to inform your client of the matter of the case and convey to your client that arbitration is pending and what that entails. His attorney at the time failed on all counts to discuss this matter. An arbitration hearing was pending that Mr. Singh never attended because he honestly had no idea there was an hearing nor did he know what arbitration actually meant. At this time he had no contact with his attorney or his uncle, since he believed could not be trusted. My client believes he signed arbitration papers from his uncle without knowingly understanding he was agreeing to arbitration. An appeal of his arbitration is pending, since I have been retained by Mr. Singh. Mr. Singh would have attended the arbitration hearing in 2013 if he knew the magnitude of the hearing and understood that his presence was important.

4.) Finally your Honor, a reopen of Mr. Gurdip Singh's case would be a waste of the Court's time. Mr. Singh is financially very poor with literally no assets of value. He has a wife and three-year old son that he takes care of. Mr. Singh does not own a house and lives in a very poor apartment complex. Mr. Singh works at a Sunoco and I have included his pay stubs from the month of September, which shows the little income he does receive that only goes to paying his rent, supporting his wife and child, paying utility bills, and other necessities. There is simply no means by which my client can pay, since he honestly has no money and even this case I am doing pro bono for him.

Dated: October 20, 2014

RAJINDERPAL SINGH SANDHER, Esq.

CERTIFICATE OF SERVICE

I certify that on October 20, 2014 that the Answer to Mr. Karnjit Singh motion was filed with the United States Bankruptcy Trenton, NJ via certified mail and copy was mailed to opposing counsel via certified mail return receipt:

Robert Brotman, Esq.
1139 East Jersey Street
Elizabeth NJ 07201

RAJINDERPAL SINGH SANDHER, Esq.
Attorney for Gurdip Singh

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
DOCKET NO. L-4104-11

7ulyc

FILE

Singh

OCT 04 2012
MIDDLESEX
SUPERIOR COURT
ARBITRATION/MEDIATION

v.

CIVIL ACTION
ORDER OF
DISMISSAL/DISPOSITION/REINSTATEMENT

Singh

IT IS, ON THIS 4th DAY OF Oct, YEAR 2012 ORDERED THAT THIS MATTER IS

HEREBY DISMISSED/DISPOSED DUE TO THE FOLLOWING:

___ 04 PARTIALLY TRIED
___ 05 TRIED TO COMPLETION W/JURY
___ 07 TRIED TO COMPLETION W/O JURY
___ 08 DEFAULT JUDGMENT
___ 09 SUMMARY JUDGMENT
___ 10 DISMISSED BY COURT WITH PREJUDICE
___ 11 DISMISSED: RULE 1:13-7
XXX 12 DISMISSED BY COURT W/O PREJUDICE
___ 14 TRANSFERRED TO ANOTHER COUNTY
___ 15 TRANSFERRED TO ANOTHER COURT
___ 17 SETTLED BY STAT. ARB./50-DAY DISMISSAL
___ 18 REINSTATED
___ 19 SETTLED BY STATUTORYARB. CONFIRM AWARD
___ 20 SETTLED BY STATUTORY ARB. AND FRIENDLY HEARING

___ 23 SETTLED. NOT SCHED. FOR TRIAL, ARB, CDR. FRIENDLY NOT COMPLETED
___ 24 SETTLED WHILE SCHEDULED FOR TRIAL
___ 25 SETTLED WHILE SCHED. FOR STAT. ARB.
___ 26 SETTLED WHILE SCHED. FOR OTHER CDR.
___ 27 SETTLED FRIENDLY HEARING COMP.
___ 28 SETTLED BY BAR PANEL/VOLUNT. ARB.
___ 29 SETTLED BY CONFERENCE WITH JUDGE
___ 30 VOL. DISMISSAL TO VOL. BINDING ARB.
___ 53 SETTLED PRIOR TO MEDIATION
___ 54 SETTLED THROUGH MEDIATION
___ 55 SETTLED PRIOR TO BAR PANEL
___ 56 SETTLED WITH BAR PANEL
___ 57 SETTLED PRIOR TO SETTLEMENT CONF.
___ 80 COMPLETED NAME CHANGE
___ 81 COMPLETED OTHER SUMMARY PROCEEDING
___ 82 DEFAULT JUDGMENT PROOF HEARING

___ PLAINTIFF FAILED TO APPEAR. ACTION DISMISSED FOR LACK OF PROSECUTION.
___ DEFENDANT FAILED TO APPEAR. STRIKE DEFENDANT'S PLEADINGS. DEFENSES ARE SUPPRESSED.

___ IT IS FURTHER ORDERED THAT THE PLAINTIFF/ DEFENDANT SHALL SERVE A COPY OF THIS ORDER ON THE PLAINTIFF/DEFENDANT WITHIN 10 DAYS OF THE ABOVE DATE.

PURSUANT TO RULE 1:2-3 COUNSEL, BY FIXING THEIR SIGNATURES HERETO, ACKNOWLEDGE RECEIPT OF THEIR EXHIBITS AND AGREE TO SAFEKEEPING SAME PENDING AN APPEAL.

COMMENTS Per Platty letter - parties going to binding Arb

ATTORNEYS ARE TO SIGN ON LINES PROVIDED BELOW.

__________ FOR __________ __________ FOR __________
__________ FOR __________ __________ FOR __________
__________ FOR __________ __________ FOR __________

ATTENTION ATTORNEYS:
THIS ORDER IS NOT TO BE SUBMITTED TO THE JUDGMENT SECTION, SUPERIOR COURT CLERK'S OFFICE, TRENTON, FOR RECORDING.

Travis L. Francis
TRAVIS L. FRANCIS
A.J.S.C.

Sunoco, Inc. (R&M)

Employee Name	Soc Sec #	Status	Loc	PR End Date	Check Date
Singh, Gurdip	XXX-XX-0118	M-03	7013	09/09/2014	09/16/2014

---------------- Earnings ----------------

Description	Hours	Current	YTD
Regular Pay			
Reg Pay	40.00	330.00	792.99
OT - 1.5X	0.42	5.20	15.72
Holiday OT			100.86
CS FLSA-PY			0.18
Commission		0.77	2.33
Train-Hrly			392.29
Hourly Rate		8.25	
Total Earnings		335.97	1304.37

------ Taxes and Deductions ------

Description	Current	YTD
FED OASDI/EE	20.83	80.87
FED MED/EE	4.87	18.91
NJ OASDI/EE	1.28	4.96
NJ Withholdng	5.04	19.57
NJ FLI/EE	0.33	1.30
NJ NJ SWAF	0.06	0.23
NJ NJ WDPF	0.09	0.33
NJ Unempl EE	1.29	4.99

-Net Check- 302.18 1173.21

Paid to your bank account by direct deposit

Direct Deposit is available for all Employees!! Please see your Manager for details.

------------------------------- FOLD HERE -------------------------------

SINGH, GURDIP
114 BLAIR ROAD
PORT READING NJ 07064

Oct 28st
10:00 AM

Sunoco, Inc. (R&M)

Employee Name	Soc Sec #	Status	Loc	PR End Date	Check Date
Singh, Gurdip	XXX-XX-0118	M-03	7013	09/02/2014	09/09/2014

---------------- Earnings ----------------

Description	Hours	Current	YTD
Regular Pay			
Reg Pay	31.85	262.76	462.99
OT - 1.5X	0.85	10.52	10.52
Holiday OT	8.15	100.86	100.86
CS FLSA-PY		0.18	0.18
Commission		1.56	1.56
Train-Hrly			392.29
Hourly Rate		8.25	
Total Earnings		375.88	968.40

------- Taxes and Deductions ------

Description	Current	YTD
FED OASDI/EE	23.30	60.04
FED MED/EE	5.45	14.04
NJ OASDI/EE	1.43	3.68
NJ Withholdng	5.64	14.53
NJ FLI/EE	0.38	0.97
NJ NJ SWAF	0.07	0.17
NJ NJ WDPF	0.09	0.24
NJ Unempl EE	1.43	3.70

--Net Check-- 338.09 871.03 Per week

Paid to your bank account by direct deposit

Direct Deposit is available for all Employees!! Please see your Manager for details.

*-----------------------------FOLD HERE-----------------------------

SINGH, GURDIP
114 BLAIR ROAD
PORT READING NJ 07064

Sunoco, Inc. (R&M)

Employee Name	Soc Sec #	Status	Loc	PR End Date	Check Date
Singh, Gurdip	XXX-XX-0118	M-03	7013	08/26/2014	09/02/2014

--------------- Earnings --------------- *------ Taxes and Deductions -----*

Description	Hours	Current	YTD	Description	Current	YTD
Regular Pay				FED OASDI/EE	20.37	36.74
Reg Pay	16.27	134.23	200.23	FED MED/EE	4.76	8.59
Train-Hrly	23.55	194.29	392.29	NJ OASDI/EE	1.25	2.25
				NJ Withholdng	4.93	8.89
Hourly Rate		8.25		NJ FLI/EE	0.33	0.59
				NJ NJ SWAF	0.05	0.10
Total Earnings		328.52	592.52	NJ NJ WDPF	0.08	0.15
				NJ Unempl EE	1.26	2.27

-Net Check- 295.49 532.94 per week

Paid to your bank account by direct deposit

Direct Deposit is available for all Employees!! Please see your Manager for details.

------------------------------- FOLD HERE -------------------------------

SINGH, GURDIP
114 BLAIR ROAD
PORT READING NJ 07064

Sunoco, Inc. (R&M)

Employee Name	Soc Sec #	Status	Loc	PR End Date	Check Date
Singh, Gurdip	XXX-XX-0118	M-03	7013	08/19/2014	08/26/2014

Earnings				Taxes and Deductions		
Description	Hours	Current	YTD	Description	Current	YTD
Regular Pay				FED OASDI/EE	16.37	16.37
Reg Pay	8.00	66.00	66.00	FED MED/EE	3.83	3.83
Train-Hrly	24.00	198.00	198.00	NJ OASDI/EE	1.00	1.00
				NJ Withholdng	3.96	3.96
Hourly Rate		8.25		NJ FLI/EE	0.26	0.26
				NJ NJ SWAF	0.05	0.05
Total Earnings		264.00	264.00	NJ NJ WDPF	0.07	0.07
				NJ Unempl EE	1.01	1.01

-Net Check- 237.45 237.45 Per week

Paid to your bank account by direct deposit

Direct Deposit is available for all Employees!! Please see your Manager for details.

-------FOLD HERE-------

SINGH, GURDIP
114 BLAIR ROAD
PORT READING NJ 07064